

**CITY OF GREENVILLE  
STATE OF SOUTH CAROLINA  
INVITATION FOR BIDS  
IFB NO. 16-3529**



**JANITORIAL SERVICES for  
CITY-OWNED BUILDINGS**

**DUE: MAY 12, 2016**

**2:00 PM**



**CITY OF GREENVILLE  
STATE OF SOUTH CAROLINA  
INVITATION FOR BIDS**

**IFB NO. 16-3529**

Sealed bids will be received in the Purchasing Division, 7<sup>th</sup> Floor, City Hall, 206 South Main Street, Greenville, South Carolina until 2:00 p.m. ET, May 12, 2016, from qualified contractors and promptly thereafter all bids that have been duly received will be publicly opened and read aloud for the following:

**JANITORIAL SERVICES for CITY-OWNED BUILDINGS**

**The City encourages the use of recycled paper products and double sided print. The City discourages the use of plastic products including 3-ring binders, plastic folders, etc. for all submissions.**

**SUBMITTAL:** One (1) original and one (1) copy of all requested documentation must be received on or before 2:00 p.m. ET, May 12, 2016.

**ADDRESSED TO:** City of Greenville  
Purchasing Division  
7<sup>th</sup> Floor, City Hall  
Attn: Maribel Diaz

**MAILING ADDRESS:** P.O. Box 2207, Greenville, SC, 29602

**OFFICE ADDRESS:** 206 S. Main St, Greenville, SC, 29601

**OFFICE/FAX NUMBER:** 864-467-4547 / 864-467-4597

**E-MAIL:** [mdiaz@greenvillesc.gov](mailto:mdiaz@greenvillesc.gov)

**MARK ENVELOPE:** **IFB NO: 16-3529 – Janitorial Services**

**A MANDATORY FACILITY INSPECTION (walk through) will be held on April 27, 2016, at 10:00 a.m. ET. Meeting location is the Public Works Complex, 360 S. Hudson Street, Greenville SC 29601.**

### **DEADLINE ENFORCED**

Bids received after the time and date set for receipt of bids **WILL NOT** be accepted and will be returned unopened to the bidder. It is the bidder's responsibility to ensure timely delivery of their bid. Weather, flight delays, carrier errors and other acts of otherwise excusable neglect are risks allocated to bidders and will not be exempted from deadline requirements. Telephone, e-mail or facsimile bids will not be accepted.

Any offer submitted as a result of this solicitation shall be binding on the offeror for **SIXTY (60) CALENDAR DAYS FOLLOWING THE BID OPENING DATE**. Any bid for which the offeror specifies a shorter acceptance period may be rejected.

**Bids that are not signed will not be accepted as complete and shall not be considered. Bid must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.**

Upon receiving the "NOTICE OF AWARD", the successful bidder has **TEN (10) CALENDAR DAYS** to submit all required bonds, insurance, permits, and licenses, and meet with the City in a Pre-construction meeting to discuss any problems or questions pertaining to the project. It is the contractor's responsibility to contact the City's Project Manager immediately to arrange for the pre-construction meeting during the **TEN (10) DAY PERIOD**.

If the bidder discovers any ambiguity, conflict, discrepancy, omission or other errors in the bid, bidder shall immediately notify the City of such error in writing and request modification or clarification of the document. The bidder is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the bid or it shall be deemed waived.

The successful contractor shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

In the event that progress payments are necessary, the City will withhold ten percent (10%) retention from payment due the contractor until final acceptance of the project is issued by the City of Greenville.

It shall be the contractor's responsibility to insure that all construction conforms to **OSHA** requirements and the oral or written instructions of the City pertaining to the protection of the City's property and the safety and protection of all persons in or about the site of the work and contractor shall be responsible for any damage or injury to any person or property resulting from the contractor's failure to maintain adequate safeguards against the occurrence of accidents, injuries, or damages at the site of work.

During the performance of the contract, the contractor shall comply with any and all Federal State or Local Laws relating to a Drug Free Workplace.

### **Proprietary and/or Confidential Information**

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal.

All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. **All information not so noted and identified shall be subject to disclosure by the City.**

BIDDERS ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this bid document shall not be relied upon unless they are subsequently ratified by a formal written amendment to this bid document.

This Invitation for Bids is being issued by the City of Greenville Purchasing Division. Direct all questions or request for clarification of this IFB in writing to: Maribel Diaz, Buyer, utilizing the fax number, or e-mail address shown on page (1) one of this invitation.

Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this bid. Failure to adhere to this policy may be grounds for rejection of your bid.

**Any revisions to this Invitation for Bid will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Invitation for Bids will be posted on the City of Greenville website at:**

<http://www.greenvillesc.gov/bids.aspx>

**All bidders should consult this website for updates before submitting bids.**

**THE DEADLINE FOR QUESTIONS IS: 2:00 P.M., MAY 4, 2016.**

Additional products will be considered if they meet the requirements set forth in the specification. If the contractor wishes to obtain pre-approval of a product, then they must provide third party testing data for the product that meets the requirements set forth in the specifications by the deadline for questions as specified above.

The City of Greenville reserves the right to reject any or all bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the bids submitted; to award the contract according to the bid which best serves the interests of the City; or to not award the contract if the City determines that it is not in its best interest to do so.

#### **Current E-mail Address Required**

All proposals submitted shall include a current e-mail address. Once selected, Notice of Award shall be posted on the City's website; and Notice of Award, and notices of non-award, shall be sent to all proposers via e-mail. No hard copy notices will be sent via regular mail.

## **Policy Concerning Minority and Woman Owned Business Enterprises**

### **Intent**

Business firms owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist woman- and minority-owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that woman- and minority-owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process.

### **Goal for Participation**

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a contractor to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City.

### **Preference in Scoring Proposals**

Proposals Submitted by MWBEs: In making procurement decisions which require written evaluations using weighted factors on a 100 point scale, M/WBEs submitting bids or proposals shall receive five additional points in the evaluation.

### **Required Forms**

Firms submitting proposals are required to include OMB Forms 5A and/or 5b, as appropriate. These forms can be found at the end of the General Conditions Section of this document.

### **Compliance with the South Carolina Illegal Immigration Reform Act**

Any contractor entering into a service contract with the City of Greenville must certify to the City of Greenville that the contractor intends to verify any new employees' status, and require any subcontractors or sub-subcontractors performing services under the service contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

### **Protest of Solicitation or Award**

Solicitation – Section 2.4. A. of the City of Greenville Procurement Policy allows any prospective bidder, offeror, contractor who is aggrieved in connection with the solicitation of a contract to protest to the Purchasing Administrator within ten (10) calendar days of the date of issuance of the Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto. Any protest shall be in writing, submitted to the Purchasing Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

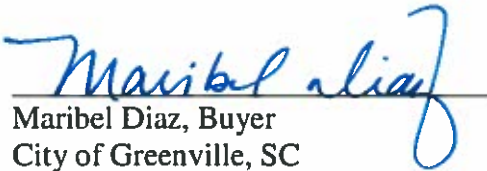
Award – Section 2.4. B of the City of Greenville Procurement Policy allows any actual bidder, offeror, contractor who is aggrieved in connection with the intended award or award of a contract

to protest to the City Manager within ten (10) calendar days of the date the notification of award is posted in accordance with this policy. Any protest shall be in writing, submitted to the City Manager, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

The words "Bidder", "Offeror", "Proposer", "Vendor", and "Contractor" are used interchangeably throughout this bid, and are used in place of the person, firm, or corporation submitting a bid.

Dated at Greenville, South Carolina this 12 day of April, 2016.

BY:

  
Maribel Diaz, Buyer  
City of Greenville, SC

Reviewed By:

  
Purchasing Administrator

4-15-16  
Date

  
Director, Public Works

4/14/16  
Date

  
Building Services Manager

4-13-16  
Date

  
Risk Manager

4-14-16  
Date

  
OMB Director

4-15-16  
Date

  
Legal Department

4-14-16  
Date

# **TABLE OF CONTENTS**

## **IFB No. 16-3529**

- Scope of Services.....Page 1
- General Terms and Conditions ..... Page 19
- Bid Submission Sheet ..... Page 28
- Bid Form ..... Page 29
- Affidavits

# JANITORIAL SERVICES

## **SCOPE OF SERVICES**

The City of Greenville (City) is requesting sealed bids from qualified vendors for providing janitorial services for City-owned buildings. Contractor shall, in a satisfactory and proper manner as determined by the City and commensurate with the highest industry standards, perform the tasks necessary to complete the services as outlined.

The successful contractor shall furnish all supervision, labor, and cleaning supplies necessary to perform these services. The City will furnish and maintain a storage area onsite for all paper products, including hand soaps, toilet seat covers, paper towels, toilet tissue and trash can liners. The Contractor's employees shall properly maintain the area with appropriate MSDS, OSHA and other safety data posted.

### **City Facilities to be cleaned:**

1. City Hall, 206 S. Main Street  
100,000 SF; 11 stories; 80% carpet, marble lobby, tile restrooms & elevators, VCT in some restrooms. To be cleaned between the hours of 5:00pm and 12:00am, Monday – Friday.
2. TD Center Fire Department Offices and Restrooms, 10 Watson Aviation Road  
2,500 SF; 720 SF of VCT. To be cleaned beginning at 3pm, Monday – Friday.
3. Municipal Court Offices, Courtrooms and Restrooms, 426 S. Main Street  
20,100 SF; 1<sup>st</sup> Floor; 3,000 SF of VCT. To be cleaned between the hours of 8:00am and 4:00pm, Monday – Friday.
4. Public Works Complex, 360 S. Hudson Street  
10,000 SF; 5,900 SF of VCT and tile. To be cleaned between the hours of 5:00pm and 12:00am, Monday – Friday.
5. Fleet Services Offices and Restrooms, 348 S. Hudson Street  
2,800 SF; VCT and tile. To be cleaned between the hours of 5:00pm and 12:00am, Monday – Friday.
6. Traffic Engineering, 26 Woods Lake Road  
2,175 SF; 782 SF of VCT and tile. To be cleaned beginning at 4:30pm, Monday – Friday.
7. Parking Office, 1021 S. Main Street  
4,000 SF; 340 SF of VCT and laminate. To be cleaned between the hours of 8:00am and 4:00pm, Tuesday and Thursday.



8. Park Restrooms, VCT and tile in all restrooms; 7 day service with additional mid-day service on weekends; lock-up required nightly for all Park Restrooms at 9pm (times may change with event schedules):
  - Riverplace restrooms, 300 River Street, 700 SF
  - Falls Park restrooms, Falls Park S. Main Street, 510 SF
  - Peace Center restrooms, 101 W. Broad Street, 480 SF
  - Cleveland Park restrooms, 100 Cleveland Park Drive, 425 SF
  - Village Green restrooms, 206 S. Main Street, 500 SF
9. Greenlink Transit Center, 100 W. McBee Ave  
3,300 SF; Carpet, VCT and tile. To be cleaned beginning at 4:30pm, Monday – Friday.

Any deviation from this schedule must be authorized in writing by the Building Services Manager. Service complaints shall be addressed immediately or at a schedule acceptable and agreed to by the Building Services Manager.

Contractor shall supply the Building Services Manager with names and telephone numbers of those to contact within the contractor's employment to resolve service complaints.

The successful contractor shall assign a supervisor, acceptable to the City of Greenville, to oversee all services related to this contract. If the assigned supervisor is out for any reason, a qualified replacement must be assigned, available and at a City location during cleaning hours. It will not be acceptable to appoint a member of the cleaning crew to act as supervisor in the supervisor's absence, thus running with a short crew.

Contractor employees must be in their company uniform and in proper attire, and wear name tags identifying them, at all times while on City property.

The successful contractor shall provide to the City a copy of the Contractor's proposed employee identification plan, means of communication and security measures. No such employee will be allowed to work in any City facility until background checks have been completed by the contractor and an appropriate City official is furnished the background check documents.

Contract employees may not have visitors present while janitorial services are being performed or during contractors hours of responsibility and contract personnel shall not be allowed to utilize any office equipment, to include computers, copy machines, telephones, fax or any other office type equipment and materials.

The successful contractor must provide a third party employee dishonesty bond in the amount of \$50,000. The City will not accept coverage that requires a conviction of the janitorial employee.

The successful contractor must show proof of initial drug test results of their assigned employees when the contract is implemented and proof of random drug tests thereafter of all their assigned employees.

It is specifically understood and agreed that during the scope and course of work under this contract, the contractor shall take extreme precautions against the possibility of fire on City property and maintain adequate protection of the work, adjacent property and the public and shall be responsible for any damage or injury due to its act or neglect. The contractor shall assume the entire responsibility and liability for any damage or injury of any kind or nature whatsoever, including death, to all persons, whether employees of the contractor or not, and to all property, caused by, resulting from or arising out of the contractor's negligence or that of its agents or employees.

### **MINIMUM BIDDER QUALIFICATIONS**

- A. Bidder must have been in business and providing janitorial services for a minimum of five (5) years.
- B. Bidder must have the ability to respond to any and all issues/needs within a maximum of four (4) hours.
- C. Bidder must give evidence that it can/has establish(ed) a Quality Control Plan (QCP) to assure the requirements of the contract are provided as specified. The QCP shall be submitted to the Building Services Manager for their approval at least ten days prior to the start date. The QCP's purpose is to provide a plan for meeting all requirements of the contract.
  - 1) The QCP process is intended to identify and correct deficiencies in the quality of services **before** the performance becomes unacceptable.
  - 2) The QCP will include, but not be limited to, the following:
    - An inspection tailored to the specific building being cleaned, covering all services in the Scope of Services and the itemized spreadsheet for each location.
    - A process to ensure that the contractor's employees or subcontractor's employees are notified of all deficiencies in their area of responsibility.
    - A plan and method to retrain employees to ensure deficiencies do not reoccur.
    - A plan and process for responding to and correcting customer deficiency complaints. A record of all complaints and the corrective action taken must be kept on file at the site office, available for review by the contracting officer or his/her representative.

### **BID REQUIREMENTS**

- A. Bidder must give references of three (3) current customer facilities, point of contact, phone number and e-mail address which compare to the size and/or scope of the City's requirements. These can be listed on the attached Bid Form.
  - B. List number of people that may be in each building/facility described, at any given time.
  - C. Provide the names and experience of Supervisors that will be assigned to City facilities
- City will award to the most responsive and responsible vendor giving the highest value to the City of Greenville, SC.

#### INVOICES

Invoices for services shall be submitted by the Vendor directly to the Public Works Division, 360 South Hudson Street, Greenville, SC 29601, Attn: James Crosby, Building Services Manager.

#### PAYMENT TERMS

Payment shall be made monthly upon receipt of invoice. All fees approved by the City shall be paid by the City within thirty (30) calendar days after receipt of invoice.

#### TERM OF CONTRACT

This agreement shall cover the period from execution of contract **through June 30, 2017**, with **the option of the City of Greenville to renew for four (4) successive fiscal year periods**, and **for month to month thereafter, not to exceed a total term of five (5) years**. Any renewal will be based on satisfactory performance as defined by the City. Any price differential may be adjusted by the change, if any, in the All Items index of the Consumer Price Index from April to April of the preceding year, published by the United States Department of Labor, or any successor index.

EXTENT OF SERVICE		FREQUENCY OF SERVICE										
<b>CITY HALL</b> 206 S. Main Street, Greenville SC (100,000 sq ft)		DAILY	WEEKLY	MONTHLY / 1st Friday		SEMI-ANNUALLY	QUARTERLY	ANNUALLY				
<b>OFFICES / OFFICE AREAS &amp; CONFERENCE ROOMS</b>												
Empty wastebaskets (replace liners) and pick up trash from floors		XXXXX										
Dust furniture, including desks, chairs & tables			XXXXX									
Dust all telephones			XXXXX									
Spot Clean all glass partitions to hand height (70")			XXXXX									
Dust entire desk tops - when accessible			XXXXX									
Damp clean counter & table tops		XXXXX										
Dust mop & spot mop any tile floors		XXXXX										
Vacuum all carpet			XXXXX									
Vacuum walk-off mats		XXXXX										
Spot clean walls and partitions			XXXXX									
Dust window frames and ledges			XXXXX									
Spot clean interior windows and glass doors			XXXXX									
Clean & wax desk tops when all working materials have been removed for this purpose			(AS INSTRUCTED)									
Low dust all horizontal surfaces to hand height (70")			XXXXX									
Sweep baseboards			XXXXX									
Damp clean window ledges			XXXXX									
Dust all window blinds			XXXXX									
Remove fingerprints from doors, frames light switches, kick platex & railings		XXXXX										
Dust all common area computers, printers, copy machines, etc.			XXXXX									
High dust above hand height all horizontal surfaces, including shelves, moldings, ledges, vents, pipes, ducts, heating outlets, etc.				XXXXX								
Remove dust and cobwebs from ceiling areas				XXXXX								
Dust and polish all wooden doors and wall paneling with treated cloth				XXXXX								

EXTENT OF SERVICE		FREQUENCY OF SERVICE										
CITY HALL 206 S. Main Street, Greenville SC (100,000 sq ft)		DAILY	WEEKLY	MONTHLY/1st Friday		SEMI- ANNUALLY	QUARTERLY	ANNUALLY				
Dust and polish wooden desks, when possible				XXXXX								
Wash all inside windows and frames (Outside window washing will be contracted separately)						XXXXX						
<b>CORRIDORS &amp; STAIRWAYS</b>												
Clean, sanitize & polish water fountain		XXXX										
Spot Clean glass partitions & frames			XXXXX									
Vacuum all carpet			XXXXX									
Spot clean vinyl wallpaper			XXXXX									
Dust mop & spot mop tile floors & stairway		XXXX										
Spot clean Building Directory & Notice Cabinet glass			XXXXX									
Spot clean stairway walls to hand height (70")		XXXX										
Sweep baseboards			XXXXX									
Spray buff all tile floors			XXXXX									
Clean glass partitions and doors				XXXXX								
<b>STAIRWELLS</b>												
Sweep steps and landings		XXXXX										
Spot mop spills		XXXXX										
Dust handrails		XXXXX										
Damp mop steps and landings			XXXXX									
Remove fingerprints from doors			XXXXX									
Damp cloth wipe handrails			XXXXX									
<b>ELEVATORS</b>												
Sweep and mop floors		XXXXX										
Spot clean interior walls		XXXXX										
Cloth wipe interior walls		XXXXX										
Clean interior doors		XXXXX										
Clean door tracks			XXXXX									
Clean exterior doors and door frames			XXXXX									

EXTENT OF SERVICE		FREQUENCY OF SERVICE										
<b>CITY HALL</b> 206 S. Main Street, Greenville SC (100,000 sq ft)		DAILY	WEEKLY	MONTHLY/4th Friday		SEMI- ANNUALLY	QUARTERLY	ANNUALLY				
<b>ENTRANCE AREAS</b>												
Vacuum all walk-off mats and carpet		XXXXX										
Sweep marble flooring		XXXXX										
Damp mop marble flooring		XXXXX										
Sweep & damp mop any tile flooring		XXXXX										
Clean and service sand urns& trash receptacles		XXXXX										
Spot clean door glass & frames (interior & exterior)		XXXXX										
Spot clean Directory Glass		XXXXX										
Spot clean interior window glass to hand height (70")		XXXXX										
Spot clean walls		XXXXX										
Sweep immediate entrance areas (exterior)		XXXXX										
Spray buff marble flooring			XXXXX									
Clean glass doors, inside and out			XXXXX									
Quick scrub and refinish marble flooring				XXXXXX								
Clean walls				XXXXXX								
Spray buff tile flooring			XXXXX									
<b>CONCESSION AREA - BASEMENT CANTEEN</b>												
Damp clean all table tops and chairs		XXXXX										
Empty all trash receptacles & replace liners; damp clean exterior of each receptacle		XXXXX										
Damp clean exterior of microwave and refrigerator		XXXXX										
Vacuum all carpet		XXXXX										
Spot clean carpet		XXXXX										
Spot clean walls			XXXXX									
Sweep and damp mop all tile flooring			XXXXX									
Damp clean all chairs and table legs				XXXXX								
Clean interior of microwave				XXXXX								

EXTENT OF SERVICE		FREQUENCY OF SERVICE												
<b>CITY HALL</b> 206 S. Main Street, Greenville SC (100,000 sq ft)		DAILY	WEEKLY	MONTHLY / 1st Friday		SEMI-ANNUALLY	QUARTERLY	ANNUALLY						
Wipe all interior glass to hand height				XXXXX										
Spot clean walls			XXXXX											
<b>RESTROOMS</b>														
Clean sanitize & polish all water using fixtures, including toilet bowls, urinals, & hand basins		XXXXX												
Clean and polish all faucets & door handles		XXXXX												
Clean & Disinfect all counter tops		XXXXX												
Clean & sanitize toilet seats		XXXXX												
Empty all containers, disposals & insert liners		XXXXX												
Clean & polish all glass & mirrors		XXXXX												
Wash and sanitize exterior of all containers		XXXXX												
Dust metal prtitions		XXXXX												
Remove spots, stains & splashes from wall areas adjacent to hand basins		XXXXX												
Refill all dispensers to normal limits-napkins soap, tissue, towel, liners, seat holder		XXXXX												
Spot clean metal partitions		XXXXX												
Damp mop floors with germicidal disinfectant		XXXXX												
Remove fingerprints from doors, frames, light switches, kick & push plates, handles, etc.			XXXXX											
Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, ducts, heating outlets.			XXXXX											
High dust above hand height, including sills, moldings, ledges, shelves, frames, ducts, heating outlets			XXXXX											
Spot clean all tile walls			XXXXX											
Wash and sanitize metal partitions				XXXXX										
Wash and sanitize all doors, inside & out				XXXXX										
Machine scrub floors				XXXXX										
<b>HEPA VACUUM MACHINES ARE REQUIRED FOR CITY HALL AND MUNICIPAL COURT</b>														

EXTENT OF SERVICE		FREQUENCY OF SERVICE										
<b>TD Center Fire Dept Offices &amp; Restrooms</b> 10 Watson Aviation Rd, Greenville SC (2500 sq ft)		Service begins 3pm daily M-F for TD Center Fire Dept. offices Daytime service at Municipal Court M-F (between 8am - 4pm)										
<b>Municipal Court Offices &amp; Courtrooms</b> 426 N. Main Street, Greenville SC 1st Floor (20,100 sq ft)		DAILY	WEEKLY	MONTHLY/4th Friday		SEMI-ANNUALLY	QUARTERLY	ANNUALLY				
Empty wastebaskets (replace liners), empty recycle paper container		XXXXXX										
Dust furniture, including desks, chairs and tables		XXXXXX										
Dust all telephones		XXXXXX										
Spot clean all glass partitions to hand height (70")		XXXXXX										
Dust entire desk tops		XXXXXX										
Damp clean counter tops		XXXXXX										
Dust mop & spot mop any tile floors		XXXXXX										
Vacuum all carpet		XXXXXX										
Vacuum walk-off mats		XXXXXX										
Spot clean walls and partitions		XXXXXX										
Dust window frames & ledges		XXXXXX										
Spot clean interior windows and glass doors		XXXXXX										
Clean and wax desk tops when all working materials have been removed for this purpose		XXXXXX										
Spot clean Building Directory glass			XXXXXX									
Low dust all horizontal surfaces to hand height (70")			XXXXXX									
Sweep Baseboards			XXXXXX									
Damp clean window ledges			XXXXXX									
Dust all window blinds			XXXXXX									
Remove fingerprints from doors, frames, light switches, kick plates and railings			XXXXXX									
Spray buff any tile floors			XXXXXX									
High dust above hand height all horizontal surfaces, including shelves, moldings, ledges, vents, pipes, ducts, and heating outlets, etc.				XXXXXX								
Remove dust and cobwebs from ceiling areas				XXXXXX								



EXTENT OF SERVICE		FREQUENCY OF SERVICE										
<b>TD Center Fire Dept Offices &amp; Restrooms</b> 10 Watson Aviation Rd, Greenville SC (2500 sq ft)		Service begins 3pm daily M-F for TD Center Fire Dept. offices Daytime service at Municipal Court M-F (between 8am - 4pm)										
<b>Municipal Court Offices &amp; Courtrooms</b> 426 N. Main Street, Greenville SC 1st Floor (20,100 sq ft)		DAILY	WEEKLY	MONTHLY/4th Friday		SEMI-ANNUALLY	QUARTERLY	ANNUALLY				
Dust and polish all wooden doors and wall paneling with treated clot				XXXXX								
Dust and polish wooden desks				XXXXX								
Wash all inside windows and frames. (outside window washing will be contacted separately)						XXXXX						
<b>CORRIDORS AND STAIRWAYS</b>												
Clean, sanitize, and polish water fountains		XXXXX										
Spot clean glass partitions and frames		XXXXX										
Vacuum all carpet		XXXXX										
Spot clean vinyl wallpaper		XXXXX										
Dust mop and spot mop any tile floors and stairway		XXXXX										
Spot Clean Building Directory glass		XXXXX										
Spot clean stairway walls to hand height (70")		XXXXX										
Sweep Baseboards			XXXXX									
Spray buff any tile floors			XXXXX									
Wash glass partitions						XXXXX						
<b>STAIRWELLS</b>												
Sweep steps and landings		XXXXX										
Spot mop spills		XXXXX										
Dust handrails		XXXXX										
Damp mop steps and landings			XXXXX									
Remove fingerprints from doors			XXXXX									
<b>ENTRANCE AREAS</b>												
Vacuum all walk-off mats		XXXXX										
Sweep and damp mop any tile		XXXXX										

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<b>TD Center Fire Dept Offices &amp; Restrooms</b> 10 Watson Aviation Rd, Greenville SC (2500 sq ft)		Service begins 3pm daily M-F for TD Center Fire Dept. offices Daytime service at Municipal Court M-F (between 8am - 4pm)										
<b>Municipal Court Offices &amp; Courtrooms</b> 426 N. Main Street, Greenville SC 1st Floor (20,100 sq ft)		DAILY	WEEKLY	MONTHLY/ Friday		SEMI-ANNUALLY	QUARTERLY	ANNUALLY				
Spot clean door galss and frames (interior & exterior)		XXXXXX										
Spot clean directory glass		XXXXXX										
Spot clean interior window glass to hand height (70")		XXXXXX										
Spot clean walls		XXXXXX										
Sweep immediate entrance areas (exterior)		XXXXXX										
Spray buff tile flooring			XXXXXX									
Quick scrub and refinish tile flooring				XXXXXX								
Strip and refinish tile flooring						XXXXXX						
<b>CONCESSION AREAS</b>												
Damp clean all table tops and chairs		XXXXXX										
Spot clean all glass partitions		XXXXXX										
Empty all trash receptacles and replace liners, damp clean exterior of each receptacle		XXXXXX										
Damp clean exterior of microwave and refrigerator		XXXXXX										
Damp clean and organize service counter		XXXXXX										
Vacuum all carpet		XXXXXX										
Spot clean carpet		XXXXXX										
Damp clean all chairs and table tops				XXXXXX								
Clean interior of microwave				XXXXXX								
Spot clean walls			XXXXXX									

EXTENT OF SERVICE		FREQUENCY OF SERVICE										
<b>TD Center Fire Dept Offices &amp; Restrooms</b> 10 Watson Aviation Rd, Greenville SC (2500 sq ft)		Service begins 3pm daily M-F for TD Center Fire Dept. offices Daytime service at Municipal Court M-F (between 8am - 4pm)										
<b>Municipal Court Offices &amp; Courtrooms</b> 426 N. Main Street, Greenville SC 1st Floor (20,100 sq ft)		DAILY	WEEKLY	MONTHLY/4th Friday		SEMI-ANNUALLY	QUARTERLY	ANNUALLY				
<b>RESTROOMS</b>												
Clean, sanitize, and polish all water using fixtures, including toilet bowls, urinals, and hand basins	XXXXXX											
Clean and polish all faucets and door handles	XXXXXX											
Clean and disinfest all counter tops	XXXXXX											
Clean and sanitize toilet seats	XXXXXX											
Empty all containiers, disposals, and insert liners	XXXXXX											
Clean and polish all glass and mirrors	XXXXXX											
Wash and sanitize exterior of all containers	XXXXXX											
Dust metal partitions	XXXXXX											
Refill all dispensers to normal limits-napkin, soap, tissue,towel, liners, seat holder	XXXXXX											
Spot clean metal partitions	XXXXXX											
Damp mop floors with germicidal disinfectant	XXXXXX											
Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.		XXXXXX										
Low dust all horizontal surfaces to hand height including sills, moldings, ledges, shelves, frames, ducts, heating outlets		XXXXXX										
High dust above hand height, including sills, moldings, ledges, shelves, frames, ducts, heating outlets		XXXXXX										
Spot clean all tile walls		XXXXXX										
Wash and sanitize metal parititions			XXXXXX									
Machine scrub floors			XXXXXX									

EXTENT OF SERVICE		FREQUENCY OF SERVICE											
<b>Public Works Complex</b> 360 S. Hudson Street, Greenville SC (10,000 sq ft)		Traffic Engineering - service begins at 4:30 pm M-F											
<b>Fleet Services Offices and Restrooms</b> 348 S. Hudson Street, Greenville SC (2,800 sq ft)													
<b>Traffic Engineering</b> 26 Woods Lake Road, Greenville SC (2,175 sq ft)		DAILY	WEEKLY	MONTHLY/4th Friday	TWO (2) X PER WEEK	Three (3) X PER WEEK	Twice (2) X PER MONTH	Quarterly	SEMI-ANNUALLY				
ALL OFFICES AND OPEN OFFICE AREAS													
Empty wastebaskets, replace liners, empty recycle paper containers	XXXXXX												
Damp clean counter tops, clean all sinks and water fountains	XXXXXX												
Dust mop all uncarpeted floors	XXXXXX												
Spot mop all uncarpeted floors	XXXXXX												
Vacuum all carpet	XXXXXX												
Vacuum walk-off mats, including corridors and stairways	XXXXXX												
Spot clean interior windows and glass doors	XXXXXX												
Dust all fire extinguishers	XXXXXX												
Sweep and mop stairways and stairwells	XXXXXX												
Sweep and mop lobby and rear entrances on both levels	XXXXXX												
Mop and sanitize all wet areas	XXXXXX												
Spot clean walls, partitions and windows		XXXXXX											
Wash an wax desk tops when all working materials have been removed for this purpose		XXXXXX											
Low dust all horizontal surfaces to hand height (70")		XXXXXX											
Clean all baseboards, air ducts		XXXXXX											
Damp clean window ledges		XXXXXX											
Dust all window blinds		XXXXXX											
Spray buff all tile floors		XXXXXX											

EXTENT OF SERVICE		FREQUENCY OF SERVICE										
<b>Public Works Complex</b> 360 S. Hudson Street, Greenville SC (10,000 sq ft)		Traffic Engineering - service begins at 4:30 pm M-F										
<b>Fleet Services Offices and Restrooms</b> 348 S. Hudson Street, Greenville SC (2,800 sq ft)												
<b>Traffic Engineering</b> 26 Woods Lake Road, Greenville SC (2,175 sq ft)		DAILY	WEEKLY	MONTHLY/4th h Friday	TWO (2) X PER WEEK	Three (3) X PER WEEK	Twice (2) X PER MONTH	Quarterly	SEMI- ANNUALLY			
High dust above hand height all horizontal surfaces, including shelves, moldings, ledges, vents, pipes, ducts, heating outlets							XXXXXX					
Remove dust cobwebs from ceiling areas							XXXXXX					
Dust and polish wood, including any wooden desks				XXXXXX								
Strip and wax any vinyl floors								XXXXXX				
Wash all inside windows and frames									XXXXXX			
<b>RESTROOMS / SHOWERS</b>												
Clean, sanitize, and polish all water using fixtures, including toilet bowls, urinals, and hand basins		XXXXXX										
Clean and polish all faucets and door handles		XXXXXX										
Clean and disinfect all counter tops		XXXXXX										
Clean and sanitize with disinfectant all toilet seats		XXXXXX										
Empty all containers and disposals, insert liners		XXXXXX										
Remove spots, stains, and splashes from wall area adjacent hand basins		XXXXXX										
Spot clean metal partitions		XXXXXX										
Damp mop floors with germicidal disinfectant		XXXXXX										
Clean and polish all glass and mirrors												
Wash and sanitize exterior of all containers												
Dust metal partitions												
Clean and sanitize shower stalls					XXXXXX							
Dust furniture, including desks, chairs, tables, lockers, file cabinets					XXXXXX							
Dust all telephones					XXXXXX							

EXTENT OF SERVICE		FREQUENCY OF SERVICE											
<b>Public Works Complex</b> 360 S. Hudson Street, Greenville SC (10,000 sq ft)		Traffic Engineering - service begins at 4:30 pm M-F											
<b>Fleet Services Offices and Restrooms</b> 348 S. Hudson Street, Greenville SC (2,800 sq ft)													
<b>Traffic Engineering</b> 26 Woods Lake Road, Greenville SC (2,175 sq ft)		DAILY	WEEKLY	MONTHLY/4th h Friday	TWO (2) X PER WEEK	Three (3) X PER WEEK	Twice (2) X PER MONTH	Quarterly	SEMI- ANNUALLY				
Spot clean all glass partitions to hand height (70")					XXXXX								
Dust entire desk tops					XXXXX								
Dust window frames and ledges					XXXXX								
Remove fingerprints from doors, frames, light switches, kick plates, and railings					XXXXX								
Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.			XXXXX		XXXXX								
Low dust all horizontal surfaces to ahnd height, including sills, moldinmgs, ledges, shelves, frames, ducts, heating outlets			XXXXX										
High dust above hand height, including sills, moldings, ledges, shelves, frames, ducts, heating outlets			XXXXX										
Spot clean all walls			XXXXX										
Wash and sanitize metal partitions							XXXXX						
machine scrub floors				XXXXX									
Wash and disinfect all tile floors								XXXXX					
Wax and seal tile floors													
Clean and polish all glass and mirrors						XXXXX							
Wash and sanitize exterior of all containers						XXXXX							
Dust metal partitions						XXXXX							
Wash and seal tile floors									XXXXX				
Miscellaneous* All lights are to be turned off daily, doors locked, with security systems turned on as necessary, trash is to be taken to the nearest dumpster, materials and supplies shall be kept in a storage area as shown by the owner in a neat and orderly manner.													

EXTENT OF SERVICE			FREQUENCY OF SERVICE										
Parking Offices 1021 S. Main Street, Greenville SC (4,000 sq ft)		<div>TWO (2) X PER WEEK</div>		Daytime service Tuesdays & Thursdays									
ALL OFFICES AND OPEN OFFICE AREAS		T-Th											
Empty wastebaskets (replace liners) Empty recycle paper container		XXXXXX											
Dust furniture, including desks, chairs, and tables		XXXXXX											
Dust all telephones		XXXXXX											
Spot clean all glass partitions to hand height (70")		XXXXXX											
Dust entire desk tops		XXXXXX											
Damp clean counter tops		XXXXXX											
Dust mop and spot mop any tile floors		XXXXXX											
Vacuum all carpet		XXXXXX											
Vacuum walk-off mats		XXXXXX											
spot clean walls and partitions		XXXXXX											
Dust window frames and ledges		XXXXXX											
Spot clean interior windows and glass doors		XXXXXX											
Clean and wax desk tops when all working materials have been removed for this purpose		XXXXXX											
Clean drinking fountain		XXXXXX											
RESTROOMS / BREAKROOM													
Clean, sanitize, and polish all water using fixtures, including toilet bowls, urinals, and hand basins		XXXXXX											
Clean and polish all faucets and door handles		XXXXXX											
Clean and disinfect all counter tops		XXXXXX											
Clean and sanitize all toilet seats		XXXXXX											
Empty all containiers, disposals, and insert liners		XXXXXX											
Clean and polish all glass and mirrors		XXXXXX											
Wash and sanitize exterior of all containers		XXXXXX											
Dust metal partitions		XXXXXX											
Remove spots, stains, and splashes from wall area adjacent to hand basins		XXXXXX											
Refill all dispensers to normal limits - napkins, soap, tissue, towels, liners, seat holder		XXXXXX											
Spot clean metal partitions		XXXXXX											
Damp mop floors with germicidal disinfectant		XXXXXX											

EXTENT OF SERVICE		FREQUENCY OF SERVICE									
<b>Riverplace Restrooms</b> 300 River Street, Greenville SC (700 sq ft)											
<b>Falls Park Restrooms</b> Falls Park S. Main Street, Greenville SC (510 sq ft)											
<b>Peace Center Restrooms</b> 101 W. Broad Street, Greenville SC (480 sq ft)											
<b>Cleveland Park Restrooms</b> 100 Cleveland Park Drive, Greenville SC (425 sq ft)											
		ALL RESTROOMS - 7 day service. Additional mid-day service on weekends. All Park Restrooms <u>must</u> be locked-up nightly at 9pm (times may change depending on event schedule).									
<b>Village Green Restrooms</b> 206 S. Main Street, Greenville SC (500 sq ft)		DAILY	MONTHLY								
Clean, sanitize, and polish all water using fixtures, including toilet bowls, urinals, and hand basins	XXXXXX										
Clean and polish all faucets and door handles	XXXXXX										
Clean and disinfect all counter tops	XXXXXX										
Clean and sanitize toilet seats	XXXXXX										
Empty all containers, disposals and insert liners	XXXXXX										
Clean and polish all glass and mirrors	XXXXXX										
Wash and sanitize exterior of all containers	XXXXXX										
Dust partitions and wipe down	XXXXXX										
Remove spots, stains, and splases from wall area adjacent to hand basins	XXXXXX										
Refill all dispensers to normal limits-napkins, soap, tissue, towels, liners, seat holders	XXXXXX										
Damp mop floors with germicidal disinfectant	XXXXXX										
Wash and sanitize all doors inside and out		XXXXXX									
Machine scrub floors and refinish		XXXXXX									



EXTENT OF SERVICE				FREQUENCY OF SERVICE							
<b>Greenlink Transit Center</b> 100 W. McBee Ave, Greenville SC (3300 sq ft)											
	DAILY	WEEKLY									
Vacuum and mop all hard floors		XXXXX									
Dust all surface areas		XXXXX									
Dust window blinds and window sills		XXXXX									
Wipe down tops of cabinets in copy area		XXXXX									
Clean and disinfect water fountain		XXXXX									
Vacuum all carpeting		XXXXX									
<b>EMPLOYEE AND PUBLIC RESTROOMS</b>											
Clean mirrors	XXXXX										
Refill all dispensers	XXXXX										
Clean and disinfect toilets, urinals and sinks	XXXXX										
Sweep and mop floors	XXXXX										

## GENERAL TERMS AND CONDITIONS

### BID OPENING AND AWARD

Bids will be examined promptly after opening and each bid will be announced to all participating. It is not a practice to award any bid until the Purchasing Division and the interested Division have had ample time to review each Bid.

### PUBLIC RECORD

After an award is made, copies of the bids will be available for public inspection, under the supervision of the City's Purchasing Division from 8:00 a.m. to 5:00 p.m. ET, Monday through Friday, at 206 South Main Street, 7th Floor, City Hall, Greenville, South Carolina.

### RECORDS

The contractor shall maintain accurate and detailed books, records, correspondence and accounts relating to all parts of the project. Records shall be kept in accordance with sound generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this contract. Such records shall be available during the term of the contract and for four (4) years after final payment under this contract.

### TAXES

The City of Greenville pays South Carolina State Sales Tax. The City is exempt from Federal Excise Tax and will issue exemption certificates as are requested. All applicable taxes should be shown as separate line items on the bid form.

### BASIS OF BID AWARD

Award of bid shall be made to the responsive and responsible bidder meeting the scope of services and having the lowest possible cost consistent with the quality needed for effective use and service; the following criteria will be used in making this determination:

- Adherence to the scope of services
- Delivery date and/or completion time
- Company's reputation and financial status
- Cost and past experience with similar or like service

### BID FORM

Each bidder must submit a Bid on the forms attached. The bidder shall sign his/her bid correctly. Bids not signed will be rejected. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind.

All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of bid. Corrections shall be initialed in ink by the person signing the bid.

When bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney" must be on file

with the City of Greenville prior to opening bids or shall be submitted with the bid; otherwise, the bid will be rejected as irregular and unauthorized.

#### BID CHANGES

Bid amendments thereto or withdrawal request received after the time advertised for bid opening, will be void regardless of when they were mailed.

#### REQUIREMENTS

The successful contractor shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

#### SPECIFICATION DEVIATIONS BY THE BIDDER

The specifications, as listed herein, represent our preference in equipment, however, the City is fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with those listed in our specifications; please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid.

Any deviation from the specifications MUST be noted in detail and submitted in writing with this Bid. Complete specifications should be attached for any substitutions offered, or when amplifications are desired or necessary. The absence of the specifications deviation statement and accompanying specifications will hold the bidder strictly accountable to the specifications as written herein. If specifications or descriptive papers are submitted with a bid, the bidder's name should be clearly shown on each document.

#### SPECIFICATIONS CHANGES AFTER BID AWARD

Any changes in specifications after the Purchase Order/Contract has been awarded must be with the written consent of the Purchasing Division and given prior to any shipment.

#### SPECIFICATION CHANGES, ADDITIONS, AND DELETIONS

All changes in specifications shall be in writing and furnished to ALL BIDDERS. Verbal information obtained otherwise will NOT be considered valid nor acceptable in awarding of bids.

#### PRICING

Unit pricing will govern over extended prices unless otherwise stated. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as subcontractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices.

### CASH DISCOUNTS

Cash discounts, if allowed, should be so stated on the bid form. Prices must, however, be based upon payment in thirty (30) days. The cash discounts so stated will be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the time used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of origin. When final inspection and acceptance is at the point of destination, the date of delivery will be used.

### PAYMENTS

The City does not normally make early or partial payment. Any requests for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in the bid. Such request will be given due consideration in the awarding of the bid.

### JURISDICTION

This agreement shall be governed by the laws of the State of South Carolina.

### DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of a bidder to furnish the required services, and the bidder will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any offer if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein.

Bidders will fully inform themselves as to conditions, requirements, and scope of work before submitting their bid. Failure to do so will be at the bidder's own risk.

### ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City.

### INDEPENDENT CONTRACTOR

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered employees of the City; and the City shall be at no time legally responsible for any negligence or other wrong doing by the contractor or its employees. The City shall not withhold from the contract payment to the contractor for any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the City for its employees.

### FAILURE TO ENFORCE

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

#### FAILURE TO DELIVER

In the event of failure of the contractor to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

#### FORCE MAJEURE

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

#### COMPLIANCE WITH LAWS

The contractor shall, in the performance of work under this contract, fully comply with all applicable Federal, State, or Local Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

#### EMPLOYMENT DISCRIMINATION

During the performance of the contract, the successful contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bonafide occupational qualification reasonably necessary for the normal operations of the contractor. The contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

#### INSURANCE:

The contractor shall procure and maintain, during the life of the contract, insurance coverage, for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the contractor's obligations, with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful bidder.

Certificates of insurance must be included in the proposal.

- (a) Commercial General Liability: The contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the contractor and against all claims resulting from damage to any property due to any act or omission of the contractor, his agents, or employees in the operation of the work or the execution of this contract.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the contractor's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and  
Property Damage ..... \$1,000,000 per occurrence

- (b) Comprehensive Automobile Liability: The contractor shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and  
Property Damage ..... \$1,000,000 Combined Single Limit

- (c) South Carolina Workers' Compensation Insurance: The contractor shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation - Statutory Limits  
Employers Liability Insurance - \$500,000 - Each Accident  
\$500,000 - Disease Each Employee  
\$500,000 - Disease Policy Limit

- (d) The successful contractor must provide a third party employee dishonesty bond in the amount of \$50,000. The City will not accept coverage that requires a conviction of the janitorial employee.

Contractor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

Contractor and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful contractor shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for bids. It shall be an affirmative obligation upon the contractor to advise the City's Risk Manager at fax number 864-298-2744 or by e-mail at [mteal@greenvillesc.gov](mailto:mteal@greenvillesc.gov) within two days of the cancellation or substantive change of any insurance policy/coverage required above. Failure to do so shall be construed to be a breach of contract.

Should contractor cease to have insurance as required during any time, all work by contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

Subcontractor's Insurance: The contractor shall agree to cause each subcontractor employed by contractor to purchase and maintain insurance of the type specified herein, unless the contractor's insurance provides coverage on behalf of the subcontractor. When requested by the City, the contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

#### PROFESSIONAL LICENSING

Contractor shall secure and pay for licenses, permits, and/or certificates that may be necessary for proper execution and completion of the contract, and which are legally required when bids are received or negotiations concluded.

#### CITY OF GREENVILLE BUSINESS LICENSES

The Contractor must comply with the provisions of Title 6, Chapter 1 (Business Licenses) of the Greenville City Code. A Business License is not required to submit a bid. However, any firm that receives an award under this bid shall be required to obtain a City Business License before work can begin. For further information on the provisions of this chapter and its applicability to this contract, contact the Greenville City Business License Division at (864) 467-4550.

#### INDEMNIFICATION

The contractor covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs - including court costs and attorney's fees, charges, liability, and exposure, however, caused - resulting from, arising out of, or in any way connected with the contractor's negligent performance or nonperformance of the terms of the contract, including delivery and unloading of supplies and/or equipment.

#### PATENTS AND ROYALTIES

The contractor covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost - including court costs and attorney's fees, charges, liability, and

exposure, however caused for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or material in any way in the work.

#### TERMINATION FOR CONVENIENCE OR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the selected contractor is not performing as set out in the contract. Any such termination shall be effected by the delivery to the selected contractor of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

#### MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

It is the policy of the City of Greenville to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this policy and insure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with efficient performance of this contract.

To this end, every contractor or potential contractor with the City is required to complete the MBE Participation form for its firm. Indicate any qualifying subs used in the past, naming relevant projects, etc.

#### ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the bidder shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.



The bidder shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

#### NON-COLLUSION AFFIDAVIT

As part of the Respondent's proposal, the bidder shall include the attached Non-Collusion Affidavit duly signed by a principal of the firm certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The City may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

#### COMPLIANCE WITH THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

Any contractor entering into a service contract with the City of Greenville must certify to the City of Greenville that the contractor intends to verify any new employees' status, and require any subcontractors or sub-subcontractors performing services under the service contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

#### CERTIFICATION OF COMPLIANCE WITH ANTI-DISCRIMINATION PROVISIONS OF SECTION 11-35-5300, CODE OF LAWS OF SOUTH CAROLINA, 1976

If this Agreement shall have a total potential value of ten thousand dollars (\$10,000.00) or more, and/or unless such goods and/or services are offered to City for at least twenty percent (20%) less than the lowest certifying business, then, by submitting your bid and/or proposal, Contractor hereby certifies to City that Contractor is not currently engaged in, nor will it engage in, the boycott of a person or entity based in or doing business with World Trade Organization members and/or those with which the United States has free trade or other agreements aimed at ensuring open and nondiscriminatory trade relations, with the understanding that Contractor's failure to make such affirmative certification will prevent the City from being able to contract with Contractor, thus affecting a rejection of your bid and/or proposal.

#### COMPLIANCE WITH THE SOUTH CAROLINA IRAN DIVESTMENT ACT OF 2014

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310 of the Code of Laws of South Carolina, 1976.

#### NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Non-resident firms receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident firm must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a firm located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev. 10/05/07+), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed. If your firm is not presently registered with the appropriate state office, you

may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue at (800) 763-1295.

#### UNIFORM COMMERCIAL CODE

All sections of the Uniform Commercial Code which protect the buyer are hereby incorporated by reference in this contract.

#### INCORPORATION OF BID INTO CONTRACT

The terms, conditions, and specifications of this bid and the selected firm's response are to be incorporated, in total, into the contract.

#### NON-APPROPRIATION

Any contract entered into by the City resulting from this invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

## **BID SUBMISSION SHEET**

When responding to this Bid, the following documents must be included. Omission of any one may be reason for disqualification of bid.

1. All pricing and costing data as called for in the Bid; bid form must be signed. **Bid Form not signed will be rejected.**
2. List the number of people that may be in each building/facility described, at any given time.
3. Provide the names and experience of Supervisors that will be assigned to City facilities.
4. Copy of the Offeror's City Business License (A Business License is not required to submit an offer, however, if an award is made, the offeror will have ten (10) days to furnish a copy of the license to the Purchasing Division).
5. Insurance Certificates
6. Ethics in Public Contracting Affidavit
7. Minority/Disadvantaged Small Business Participation Form
8. NonCollusion Affidavit
9. NonResident Taxpayer Registration Affidavit (if applicable)
10. OMB Form 5A
11. OMB Form 5B
12. Immigration Certification Form

**BID FORM**  
**CITY OF GREENVILLE**  
**SOUTH CAROLINA**

**IFB NO. 16-3529**

**BIDDER'S NAME:** \_\_\_\_\_

The undersigned, having become familiar with the existing conditions and the Bid Specifications and Contract Documents, hereby proposed and agree, if this bid is accepted, to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services to complete the work as described in these specifications in accordance with the Invitation for Bids and Contract Documents.

In submitting this bid, **BIDDER** represents, as more fully set forth in agreement, that:

1. **Bidder** has examined copies of all documents and of the following addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____

2. **Bidder** has examined site and locality where work is to be performed, legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, progress or performance of work and has made such independent investigations as **Bidder** deems necessary.
3. **Bidder** warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Bidder**, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.
4. This bid is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Bidder** has not directly induced or solicited any other **Bidder** to submit false or sham bid; **Bidder** has not solicited or sought by collusion to obtain for itself any advantage over any other **Bidder** or over **Owner**.

5. It is understood and agreed that the facilities shown herein are estimated requirements and are subject to a change without any change in fee to any other facility listed herein.
6. **Bidder** proposes to complete work in accordance with the specifications and as described in the Invitation for Bids for the price of:

	<b>Facility-Address-Square Footage</b>	<b>Monthly Fee</b>	<b>Annual Fee</b>
1.	<u>City Hall</u> , 206 S. Main Street 100,000 SF	\$	\$
2.	<u>TD Center Fire Department Offices and Restrooms</u> , 10 Watson Aviation Road 2,500 SF	\$	\$
3.	<u>Municipal Court Offices, Courtrooms and Restrooms</u> , 426 S. Main Street 20,100 SF	\$	\$
4.	<u>Public Works Complex</u> , 360 S. Hudson Street - 10,000 SF	\$	\$
5.	<u>Fleet Services Offices and Restrooms</u> , 348 S. Hudson Street - 2,800 SF	\$	\$
6.	<u>Traffic Engineering</u> , 26 Woods Lake Road - 2,175 SF	\$	\$
7.	<u>Parking Office</u> , 1021 S. Main Street 4,000 SF	\$	\$
8.a	<u>Riverplace restrooms</u> , 300 River Street, 700 SF	\$	\$
8.b	<u>Falls Park restrooms</u> , Falls Park S. Main Street, 510 SF	\$	\$
8.c	<u>Peace Center restrooms</u> , 101 W. Broad Street, 480 SF	\$	\$
8.d	<u>Cleveland Park restrooms</u> , 100 Cleveland Park Drive, 425 SF	\$	\$
8.e	<u>Village Green restrooms</u> , 206 S. Main Street, 500 SF	\$	\$
9.	<u>Greenlink Transit Center</u> , 100 W. McBee Ave - 3,300 SF	\$	\$
	<b>TOTALS</b>	\$	\$

7. **BID ALTERNATES:**

The cost for each alternate is the net addition to the Base Bid to incorporate alternate(s) into the Work. No other adjustments are made to the Base Bid. Alternate bids shall include the costs of all materials, delivery, overhead and profit, general conditions, taxes, installation, and coordination with other trades for the alternate construction. The acceptance of any Alternate bid is at the sole discretion of the City. If an Alternate bid is considered, the sum of the Base Bid and any Alternate bid(s) will be considered as the total Bid Price and all bids will then be reviewed in this manner.

8. SC Contractor's License Number \_\_\_\_\_

9. City of Greenville Business License Number \_\_\_\_\_

10. **SUBCONTRACTORS**

For work outlined in these documents, Bidder expects to engage the following subcontractors:

<b>Subcontractor</b>	<b>*Business Representation</b>	<b>Description of Work</b>	<b>Dollar Amount</b>

**\*Specify if subcontractor is a minority, woman, small, veteran owned business, etc.**

11. **BIDDER REFERENCES (MINIMUM OF THREE (3))**

**Bidder must give references of three (3) current customer facilities which compare to the size and/or scope of the City requirements.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

12. Name of Insurance Carriers:

Liability \_\_\_\_\_ Expires \_\_\_\_\_

Property Damage \_\_\_\_\_ Expires \_\_\_\_\_

Workers' Compensation \_\_\_\_\_ Expires \_\_\_\_\_

13. BIDDING ORGANIZATION

Bidding Organization \_\_\_\_\_

Post Office Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Street Address \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

\*Signature of Bidders Representative \_\_\_\_\_

\* **Bid will not be accepted unless signed in ink (not typed) in the appropriate space above, by an authorized officer or employee of the bidder.**

Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

## ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ (title) for/of \_\_\_\_\_ (company/business), the Bidder that has submitted the attached Bid;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Bidder;
3. He/She is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
4. Such Bid is genuine and is made without fraud;
5. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or subcontractor in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY/BUSINESS

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

ITS: \_\_\_\_\_  
TITLE

Notary Public for \_\_\_\_\_ (state)

My commission expires \_\_\_\_\_

By: \_\_\_\_\_  
(signature)



**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

7. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
8. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
9. Such Bid is genuine and is not a collusive or sham Bid;
10. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Greenville, SC or any person interested in the proposed contract; and
11. The price or prices quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) \_\_\_\_\_

\_\_\_\_\_  
(title)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(signature)

My commission expires \_\_\_\_\_



STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
**NONRESIDENT TAXPAYER REGISTRATION  
AFFIDAVIT INCOME TAX WITHHOLDING**

**I-312**  
(Rev. 4/27/10)  
3323

**Mail to: The company or individual you are contracting with.**

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: \_\_\_\_\_

2. Trade Name, if applicable (doing business as):  
\_\_\_\_\_

3. Mailing Address: \_\_\_\_\_

4. Federal Employer Identification Number (FEIN): \_\_\_\_\_

5. \_\_\_\_\_ Hiring or Contracting with:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Receiving Rentals or Royalties From:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Beneficiary of Trusts and Estates:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- ☐ The South Carolina Secretary of State or  
☐ The South Carolina Department of Revenue

Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-550 (temporarily doing business or professional services in South Carolina), 12-8-540 (rentals), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

\_\_\_\_\_  
Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) \_\_\_\_\_ Date

If Corporate officer, state title: \_\_\_\_\_

\_\_\_\_\_  
(Name - Please Print)

**INFORMATION**  
**NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

**Submit this form to the company or individual you are contracting with.**

**Do not submit this form to South Carolina Department of Revenue.**

**PURPOSE OF AFFIDAVIT**

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

**REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS**

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

Our Internet address is: **[www.sctax.org](http://www.sctax.org)**

I, \_\_\_\_\_  
(Name of Bidder/Proposer)

[illegible]

The total value of M/WBE contracting will be (\$)

**City of Greenville M/WBE Program  
Listing of the Good Faith Efforts (OMB Form 5B)**

Affidavit of \_\_\_\_\_  
(Name of Bidder/Proposer)

**I have made a good faith effort to comply under the following areas checked:**

- ☐ Contacted M/WBEs that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ Made the construction plans, specifications and requirements available for review by prospective M/WBEs, or providing these documents to them at least 10 days before the bids are due.
- ☐ Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
- ☐ Worked with M/WBE trade, community, or contractor agencies and organizations provide assistance in recruitment of M/WBEs.
- ☐ Attended prebid meetings scheduled by the City.
- ☐ Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ Negotiated in good faith with interested M/WBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a M/WBEs based on lack of qualification should have the reasons documented in writing.)
- ☐ Provided assistance to an otherwise qualified M/WBEs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBEs in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ Negotiated joint venture and partnership arrangements with M/WBEs in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ Provided quick pay agreements and policies to enable M/WBE contractors and suppliers to meet cash-flow demands.

**The undersigned hereby certifies that he or she has read the terms of the M/WBE commitment and is authorized to bind the bidder to the commitment herein set forth.**

Date: \_\_\_\_\_

Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS
<p>Is this a small business?</p> <p style="text-align: center;">Yes                  No</p>	<p>A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning number of employees, average annual receipts, or other criteria as outlined by the Small Business Administration. (See CFR Title 13, Part 121, as amended)</p>
<p>Is this a woman-owned business?</p> <p style="text-align: center;">Yes                  No</p>	<p>A woman-owned business is a business which is at least 51% owned by a woman or women who also control and operate the business.</p>
<p>Is this a minority-owned business?</p> <p style="text-align: center;">Yes                  No</p> <p>If Yes, please indicate minority group:</p> <p> <input type="checkbox"/> Asian American                  <input type="checkbox"/> Black American  <input type="checkbox"/> Hispanic American    <input type="checkbox"/> Native American         </p>	<p>A minority-owned business is a business which is at least 51% owned, controlled and operated by socially and economically disadvantaged individuals. The following groups are among those presumed to be socially and economically disadvantaged: Asian Americans, Black Americans, Hispanic Americans, and Native Americans.</p>
<p>Is this a disabled-owned business?</p> <p style="text-align: center;">Yes                  No</p>	<p>A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.</p>
<p>Is this a veteran-owned business?</p> <p style="text-align: center;">Yes                  No</p>	<p>A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans.</p>
<p>Is this a disabled veteran-owned business?</p> <p style="text-align: center;">Yes                  No</p>	<p>A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and disabled.</p>
<p>Are the individuals who own, control and operate this business U.S. citizens?                  Yes                  No</p>	
<p>Is this business a non-profit organization?                  Yes                  No</p>	
<p>Is this business incorporated?                  Yes                  No</p>	

\* Submit copy of certification certificate, as applicable

I, \_\_\_\_\_, hereby state and declare that I am the  
(name)

\_\_\_\_\_ of \_\_\_\_\_, and  
(title) (name of entity)

hereby certify to the City of Greenville that, as to any service contract subsequently entered  
into with the City of Greenville, that \_\_\_\_\_  
(name of entity)

intends to verify any new employees' status, and require any of my subcontractors or sub-  
subcontractors performing services under any contract with the City of Greenville to verify  
any new employees' status, per the terms of the South Carolina illegal Immigration Reform  
Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

Date: \_\_\_\_\_